

NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KILINA AMERICA, INC., a California
Corporation;

Plaintiff,

vs.

L J SILVER SILVER & CO., business
entity form Unknown;
COTTONFRIENDS INC, d/b/a COIN
1804, a California Corporation;
PHILLIP KIM, an individual; GARSI
LEE, an individual; ROSS STORES,
INC., a Delaware Corporation and
DOES 1-10, inclusive,

Defendants.

Case No.: 2:17-cv-5426-MWF-JPR

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial and/or technical information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential materials and information consist of, among other things, confidential business or financial information, information regarding purchase and sale prices of fabric or garments by suppliers, manufacturers, importers, distributors or fashion retailers, information regarding business practices, information regarding the creation, purchase or sale of graphics used on textiles and garments, or other confidential commercial information (including information implicating privacy rights of third

1 parties), information generally unavailable to the public, or which may be
2 privileged or otherwise protected from disclosure under state or federal rules, court
3 rules, case decisions, or common law. Accordingly, to expedite the flow of
4 information, to facilitate the prompt resolution of disputes over confidentiality of
5 discovery materials, to adequately protect information the parties believe they are
6 entitled to keep confidential, to ensure that the parties are permitted reasonable
7 necessary uses of such material in preparation for trial, to address their handling at
8 the end of the litigation, and serve the ends of justice, a protective order for such
9 information is justified in this matter. It is the intent of the parties that information
10 will not be designated as confidential for tactical reasons and that nothing be so
11 designated without a good faith belief that it has been maintained in a confidential,
12 non-public manner, and there is good cause why it should not be part of the public
13 record of this case.

14 Notwithstanding anything contained in this Protective Order, the parties
15 acknowledge and agree that the discoverability of sensitive documents and/or
16 information, as well as a party's ability and/or decision to disclose, withhold, or
17 redact any sensitive documents and/or information, shall not otherwise be affected
18 by its ability to classify such sensitive documents and/or information as
19 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY,
20 as defined hereinafter. Nothing herein shall prevent any party from withholding or
21 redacting any documents and/or information that the party deems privileged,
22 irrelevant, or otherwise objectionable.

23 24 2. DEFINITIONS

25 2.1 Action: This pending federal law suit.

26 2.2 Challenging Party: a Party or Non-Party that challenges the
27 designation of information or items under this Order.

28 2.3.1 "CONFIDENTIAL" Information or Items: information (regardless of

1 how it is generated, stored or maintained) or tangible things that qualify for
2 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
3 the Good Cause Statement.

4 2.3.2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

5 Subject to the limitations in this Protective Order, Discovery Material may be
6 marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” for the
7 purpose of preventing the disclosure of information or materials which, if disclosed
8 to the Receiving Party, might cause competitive harm to the Designating Party.
9 Before designating any specific information “HIGHLY CONFIDENTIAL –
10 ATTORNEYS’ EYES ONLY,” the Designating Party shall make a good faith
11 determination that the information warrants such protection.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYS
17 ONLY.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless
19 of the medium or manner in which it is generated, stored, or maintained (including,
20 among other things, testimony, transcripts, and tangible things), that are produced
21 or generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who has been retained by a Party or its counsel to serve
24 as an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this Action.
26 House Counsel does not include Outside Counsel of Record or any other outside
27 counsel.

28 2.9 Non-Party: any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

2 2.10 Outside Counsel of Record: attorneys who are not employees of a
3 party to this Action but are retained to represent or advise a party to this Action
4 and have appeared in this Action on behalf of that party or are affiliated with a law
5 firm which has appeared on behalf of that party, and includes support staff.

6 2.11 Party: any party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Outside Counsel of Record (and their
8 support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11 2.13 Professional Vendors: persons or entities that provide litigation
12 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)
14 and their employees and subcontractors.

15 2.14 Protected Material: any Disclosure or Discovery Material that is
16 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20
21 3. SCOPE

22 The protections conferred by this Stipulation and Order cover not only
23 Protected Material (as defined above), but also (1) any information copied or
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or
25 compilations of Protected Material; and (3) any testimony, conversations, or
26 presentations by Parties or their Counsel that might reveal Protected Material.

27 Any use of Protected Material at trial shall be governed by the orders of the
28 trial judge. This Order does not govern the use of Protected Material at trial.

1 The designation of any information or materials as “CONFIDENTIAL” or
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” is intended solely
3 to facilitate the conduct of this litigation. Neither such designation nor treatment
4 in conformity with such designation shall be construed in any way as an
5 admission or agreement by the Receiving Party that the Protected Materials
6 constitute or contain any trade secret or confidential information, or the
7 discoverability thereof. Except as provided in this Protective Order, the
8 Receiving Party shall not be obligated to challenge the propriety of any
9 designation, and a failure to do so shall not preclude a subsequent attack on the
10 propriety of such designation.

11 Nothing contained herein in any way restricts the ability of the Receiving
12 Party to use “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY” material produced to it in examining or cross-
14 examining any employee or consultant of the Designating Party. The Parties
15 acknowledge and agree that Receiving Party may not use Protected Materials
16 marked by a Designating Party to examine or cross-examine an employee or
17 consultant or another individual associated with a non-Designating Party. At
18 deposition, the party using Designated Material must request that the portion of
19 the proceeding where use is made be conducted so as to exclude persons not
20 qualified to receive such Designated Material.

21 If a party wishes to use Protected Material during an examination of an
22 employee or consultant or another individual associated with a non-Designating
23 Party, and the Designating Party objects to such use, the parties shall hold a meet
24 and confer to resolve the dispute. If the meet and confer is unsuccessful, the parties
25 may contact the Court to request an informal discovery conference with the
26 Magistrate Judge, to be held telephonically, to resolve the dispute. Such request
27 will not necessarily be granted.
28

1 4. DURATION

2 Once a case proceeds to trial, all of the information that was designated as
3 confidential or maintained pursuant to this protective order becomes public and
4 will be presumptively available to all members of the public, including the press,
5 unless compelling reasons supported by specific factual findings to proceed
6 otherwise are made to the trial judge in advance of the trial. See Kamakana v. City
7 and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing
8 “good cause” showing for sealing documents produced in discovery from
9 “compelling reasons” standard when merits-related documents are part of court
10 record). Accordingly, the terms of this protective order do not extend beyond the
11 commencement of the trial.

12 If this matter is resolved, settled or otherwise concluded prior to trial,
13 Section 13 of this Protective Order shall apply.

14
15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under
18 this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents,
22 items, or communications for which protection is not warranted are not swept
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to
27 impose unnecessary expenses and burdens on other parties) may expose the
28 Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), or "HIGHLY
14 CONFIDENTIAL – ATTORNEYS' EYES ONLY" ("HIGHLY CONFIDENTIAL
15 legend"), to each page that contains protected material. If only a portion or portions
16 of the material on a page qualifies for protection, the Producing Party also must
17 clearly identify the protected portion(s) (e.g., by making appropriate markings in
18 the margins).

19 A Party or Non-Party that makes original documents available for inspection
20 need not designate them for protection until after the inspecting Party has indicated
21 which documents it would like copied and produced. During the inspection and
22 before the designation, all of the material made available for inspection shall be
23 deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
24 EYES ONLY". After the inspecting Party has identified the documents it wants
25 copied and produced, the Producing Party must determine which documents, or
26 portions thereof, qualify for protection under this Order. Then, before producing
27 the specified documents, the Producing Party must affix the "CONFIDENTIAL
28 legend" or "HIGHLY CONFIDENTIAL legend" to each page that contains

1 Protected Material. If only a portion or portions of the material on a page qualifies
2 for protection, the Producing Party also must clearly identify the protected
3 portion(s) (e.g., by making appropriate markings in the margins).

4 (b) for testimony given in depositions, deposition transcripts and
5 portions thereof taken in this action may be designated as “CONFIDENTIAL” or
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” during the
7 deposition or after, in which case the portion of the transcript containing
8 Protected Material shall be identified in the transcript by the Court Reporter as
9 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY” and such designated testimony shall be bound in a separate volume and
11 marked by the reporter accordingly.

12 Within sixty (60) days after a deposition transcript is certified by the
13 court reporter, any party may designate pages of the transcript and/or its exhibits
14 as Protected Material. During such sixty (60) day period, the transcript in its
15 entirety shall be treated as “CONFIDENTIAL” (except for those portions
16 identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
17 ONLY” which shall be treated accordingly from the date of designation). If any
18 party so designates such material, the parties shall provide written notice of such
19 designation to all parties within the sixty (60) day period. Protected Material
20 within the deposition transcript or the exhibits thereto may be identified in writing
21 by page and line, or by underlining and marking such portions
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” and providing such marked-up portions to all counsel.

24 Where testimony is designated during the deposition, the Designating
25 Party shall have the right to exclude, at those portions of the deposition, all
26 persons not authorized by the terms of this Protective Order to receive such
27 Protected Material.

28 (c) for information produced in some form other than documentary and

1 for any other tangible items, that the Producing Party affix in a prominent place on
2 the exterior of the container or containers in which the information is stored the
3 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
4 EYES ONLY.” If only a portion or portions of the information warrants
5 protection, the Producing Party, to the extent practicable, shall identify the
6 protected portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive
9 the Designating Party’s right to secure protection under this Order for such
10 material. Upon timely correction of a designation, the Receiving Party must make
11 reasonable efforts to assure that the material is treated in accordance with the
12 provisions of this Order.

13 14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court’s
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37.1 et seq.

20 6.3 The burden of persuasion in any such challenge proceeding shall be on
21 the Designating Party. Frivolous challenges, and those made for an improper
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
23 parties) may expose the Challenging Party to sanctions. Unless the Designating
24 Party has waived or withdrawn the confidentiality designation, all parties shall
25 continue to afford the material in question the level of protection to which it is
26 entitled under the Producing Party’s designation until the Court rules on the
27 challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under
6 the conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12
13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 “CONFIDENTIAL” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
18 well as employees of said Outside Counsel of Record to whom it is reasonably
19 necessary to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of
21 the Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and Professional
28 Vendors to whom disclosure is reasonably necessary for this Action and who have

1 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (g) the author or recipient of a document containing the information or a
3 custodian or other person who otherwise possessed or knew the information;

4 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
5 Action to whom disclosure is reasonably necessary provided: (1) the deposing
6 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
7 they will not be permitted to keep any confidential information unless they sign the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
9 agreed by the Designating Party or ordered by the court. Pages of transcribed
10 deposition testimony or exhibits to depositions that reveal Protected Material may
11 be separately bound by the court reporter and may not be disclosed to anyone
12 except as permitted under this Stipulated Protective Order; and

13 (i) any mediator or settlement officer, and their supporting personnel,
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15
16 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
17 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
18 in writing by the Designating Party, a Receiving Party may disclose any
19 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY” only to:

21 (a) Persons who appear on the face of Designated Materials marked
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an author,
23 addressee, or recipient thereof;

24 (b) Outside Counsel of Record;

25 (c) Expert for the parties to this action, as defined in section 2.7;

26 (d) The Court, its clerks and secretaries, and any court reporter
27 retained to record proceedings before the Court;

28 (e) Any mediator employed by the Parties and his or her staff; and

1 (f) Court reporters retained to transcribe depositions.

2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
3 IN OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation
5 that compels disclosure of any information or items designated in this Action as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification
9 shall include a copy of the subpoena or court order unless prohibited by law;

10 (b) promptly notify in writing the party who caused the subpoena or order
11 to issue in the other litigation that some or all of the material covered by the
12 subpoena or order is subject to this Protective Order. Such notification shall
13 include a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be
15 pursued by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with
17 the subpoena or court order shall not produce any information designated in this
18 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY” before a determination by the court from which the subpoena or
20 order issued, unless the Party has obtained the Designating Party’s permission. The
21 Designating Party shall bear the burden and expense of seeking protection in that
22 court of its confidential material and nothing in these provisions should be
23 construed as authorizing or encouraging a Receiving Party in this Action
24 to disobey a lawful directive from another court.

25
26 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
27 PRODUCED IN THIS LITIGATION

28 (a) The terms of this Order are applicable to information produced by a

1 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information
3 produced by Non-Parties in connection with this litigation is protected by the
4 remedies and relief provided by this Order. Nothing in these provisions should be
5 construed as prohibiting a Non-Party from seeking additional protections.

6 (b) In the event that a Party is required, by a valid discovery request, to
7 produce a Non-Party’s confidential information in its possession, and the Party is
8 subject to an agreement with the Non-Party not to produce the Non-Party’s
9 confidential information, then the Party shall:

10 (1) promptly notify in writing the Requesting Party and the Non-Party
11 that some or all of the information requested is subject to a confidentiality
12 agreement with a Non-Party;

13 (2) promptly provide the Non-Party with a copy of the Stipulated
14 Protective Order in this Action, the relevant discovery request(s), and a reasonably
15 specific description of the information requested; and

16 (3) make the information requested available for inspection by the
17 Non-Party, if requested.

18 (c) If the Non-Party fails to seek a protective order from this court within
19 14 days of receiving the notice and accompanying information, the Receiving
20 Party may produce the Non-Party’s confidential information responsive to the
21 discovery request. If the Non-Party timely seeks a protective order, the Receiving
22 Party shall not produce any information in its possession or control that is subject
23 to the confidentiality agreement with the Non-Party before a determination by the
24 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
25 expense of seeking protection in this court of its Protected Material.

26
27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL
28

1 If a Receiving Party learns that, by inadvertence or otherwise, it has
2 disclosed Protected Material to any person or in any circumstance not authorized
3 under this Stipulated Protective Order, the Receiving Party must immediately (a)
4 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
5 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
6 the person or persons to whom unauthorized disclosures were made of all the terms
7 of this Order, and (d) request such person or persons to execute the
8 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
9 A.

10
11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
12 PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other
15 protection, the obligations of the Receiving Parties are those set forth in Federal
16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
17 whatever procedure may be established in an e-discovery order that provides for
18 production without prior privilege review. Pursuant to Federal Rule of Evidence
19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
20 of a communication or information covered by the attorney-client privilege or
21 work product protection, the parties may incorporate their agreement in the
22 stipulated protective order submitted to the court provided the Court so allows.

23
24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order no Party waives any right it otherwise would have to object to

disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order. Moreover, this Order shall not preclude or limit any Party's right to seek further and additional protection against or limitation upon production of documents produced in response to discovery. The parties reserve their rights to object to, redact or withhold any information, including confidential proprietary, or private information, on any other applicable grounds permitted by law, including third-party rights and relevancy.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
2 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
4 reports, attorney work product, and consultant and expert work product, even if
5 such materials contain Protected Material. Any such archival copies that contain or
6 constitute Protected Material remain subject to this Protective Order

7 14. Any violation of this Order may be punished by any and all
8 appropriate measures including, without limitation, contempt proceedings and/or
9 monetary sanctions.

10
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12
13 Dated: November 8, 2017

/s/C. Yong Jeong

14 C. Yong Jeong
15 JEONG & LIKENS, L.C.
16 Attorneys for Plaintiff KILINA AMERICA,
INC.

17 Dated: November 8, 2017

/s/

18 Sang I. Lee
19 LEE & PARK
20 Attorney for Defendants,
21 COTTONFRIENDS INC., PHILLIP KIM,
GARSI LEE, and ROSS STORES, INC.

22
23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED: November 8, 2017

25 

26 Honorable Jean P. Rosenbluth
27 United States Magistrate Judge
28

1
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on [date] in the case of _____ *Kilina America, Inc. v. L J Silver Silver & Co.*
9 *et al 2:17-cv-5425-MWF-JPR*. I agree to comply with and to be bound by all the
10 terms of this Stipulated Protective Order and I understand and acknowledge that
11 failure to so comply could expose me to sanctions and punishment in the nature of
12 contempt. I solemnly promise that I will not disclose in any manner any
13 information or item that is subject to this Stipulated Protective Order to any person
14 or entity except in strict compliance with the provisions of this Order.
15 I further agree to submit to the jurisdiction of the United States District Court for
16 the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print
19 or type full name] of _____ [print or
20 type full address and telephone number] as my California agent for service of
21 process in connection with this action or any proceedings related to enforcement of
22 this Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____
27
28